

APNs: 1418-00-002-003
1418-27-210-001
1418-00-002-004

WHEN RECORDED MAIL TO

West Orient Investments, Inc.
24273 Park Granada
Calabasas, California 91302
Attention: Peggy Joslyn

104B541DR

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

**FIRST AMENDMENT TO
DEED OF TRUST WITH ASSIGNMENT OF RENTS**

THIS FIRST AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF RENTS ("First Amendment to Deed of Trust"), is made as of this 10th day of January, 2012, by Essam Khashoggi, Trustee of the ELK Trust (u/d/t 12/23/86), as trustor and assignor ("Trustor"), whose address is 1494 Highway 50, Glenbrook, Nevada 89413, and Stewart Title of Nevada Holdings, Inc., a Nevada corporation, as successor trustee ("Trustee"), for the benefit of West Orient Investments, Inc., a California corporation, as beneficiary and assignee ("Beneficiary"), whose address is 24273 Park Granada, Calabasas, California 91302, with reference to the following facts and is as follows.

RECITALS:

A. Trustor, as the trustor and assignor, made, executed and delivered that certain Deed of Trust with Assignment of Rents dated January 20, 2011 ("Deed of Trust") wherein Trustee is the trustee and Beneficiary, is the beneficiary, which Deed of Trust was recorded on January 27, 2011, in the office of the County Recorder of Douglas County, Nevada, as document no. 777647, official records.

B. Concurrently with the recordation of this First Amendment, Beneficiary has advanced to Trustor an additional principal sum of One Hundred Forty Thousand and no/100th Dollars (\$140,000.00).

C. Trustor and Beneficiary desire to amend the Deed of Trust as set forth below.





NOW, THEREFORE, Trustor and Beneficiary hereby amend the Deed of Trust as follows:

1. Paragraph 2 of the Deed of Trust is hereby amended and restated as follows:
2. Obligations Secured. Trustor makes this Deed of Trust for the purposes of securing:

(a) Payment of all indebtedness and other obligations evidenced by that certain Amended and Restated Promissory Note of even date with the First Amendment to Deed of Trust (the "Note"), made by Trustor payable to the order of Beneficiary in the principal sum of One Hundred Fifty-Eight Thousand and no/100^{ths} Dollars (\$158,000.00), together with all extensions, renewals and modifications thereof (collectively the "Note");

(b) Payment and performance of all obligations of Trustor under this Deed of Trust, including payment of all sums expended or advanced by Beneficiary hereunder, together with interest thereon at the rate specified herein or if no rate is specified, at the highest interest rate then payable under the Note (herein the "Note Rate"), in the preservation, enforcement and realization of the rights of Beneficiary hereunder or under any of the other obligations secured hereby, including, but not limited to, attorney's fees, court costs, other litigation expenses and foreclosure expenses;

(c) Payment and performance of the obligations of Trustor or any of them, under any and all other instruments, agreements or other documents executed in connection with the Loan;

(d) Payment of all future advances and the payment and performance of all other obligations that the then record owner of all or part of the Property may agree to pay or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when such obligation is evidenced by a writing which states that it is secured by this Deed of Trust;

(e) Payment and performance of all modifications, extensions and renewals (if any) of one or more of the obligations secured hereby, including without limitation (i) modifications of the required principal payment dates or interest payment dates, deferring or accelerating payment dates wholly or partly and (ii) modifications, extensions or renewals at a different rate of interest whether or not, in the case of a note or other contract, the modification, extension or renewal is evidenced by a new or additional promissory note or other contract; and

(f) Performance of each and every obligation of Trustor as lessor or lessee under any and all leases executed in connection with the Property.

The Note and other obligations now or hereafter secured by this Deed of Trust including, but not limited to, the obligations of Trustor set forth herein, are herein collectively



called the "Secured Obligations". All persons who may have or acquire an interest in the Property shall be deemed to have notice of and shall be bound by, the terms of the Note, this Deed of Trust and any and all other instruments or documents made or entered into in connection herewith (collectively "Documents" or "Loan Documents") and each of the Secured Obligations.

2. Except as hereby amended, the Deed of Trust shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Deed of Trust has been duly executed and acknowledged by Trustor as of the day and year first above written.

ES

Essam Khashoggi, Trustee of the
ELK Trust (u/d/t 12/23/86)

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me on January _____, 2012, by Essam Khashoggi, as Trustee of the ELK Trust (u/d/t 12/23/86).

see attached
acknowledgment


Notary Public
My Commission Expires: _____

Initial Here _____





CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Santa Barbara

On January 10, 2012 before me, Justine Marie Peterson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Essam Khashoggi
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: First Amendment to Deed of Trust with Assignment of Rights

Document Date: Jan. 10, 2012 Number of Pages: 3

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: Essam Khashoggi Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

